

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 7	
2. Amendment/Modification No. P00016		3. Effective Date 2003MAY07		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM AMSTA-AQ-ALDA PATRICK BACKUS (586)574-7118 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: BACKUSP@TACOM.ARMY.MIL		Code W56HZV		7. Administered By (If other than Item 6) DCMA AMERICAS (CANADA) 275 BANK STREET, SUITE 200 OTTAWA, ONT., CN K2P 2L6		Code SCN01A	
				SCD B PAS NONE ADP PT SC1012			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) CANADIAN COMMERCIAL CORP 50 OCONNOR SUITE 1100 OTTAWA ONTARIO CANADA K1A0S6 TYPE BUSINESS: Foreign Concern/Entity				<input type="checkbox"/>		9A. Amendment Of Solicitation No.	
				<input type="checkbox"/>		9B. Dated (See Item 11)	
				<input checked="" type="checkbox"/>		10A. Modification Of Contract/Order No. DAAE07-00-C-M013	
				<input type="checkbox"/>		10B. Dated (See Item 13) 2000MAR17	
Code 98247		Facility Code 56161					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required) ACRN: AF NET INCREASE: \$5,000,000.00							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS							
KIND MOD CODE: 6 It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Changes Set Forth In Item 14 Are Made In The Contract/Order No. In Item 10A.							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input checked="" type="checkbox"/> D. Other (Specify type of modification and authority) Pursuant to provision H.6							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Contract Expiration Date: 2004AUG31							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print) VITO ZUCCARO ZUCCAROV@TACOM.ARMY.MIL (586)574-7076			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed 2003MAY07	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

SECTION A - SUPPLEMENTAL INFORMATION
Modification P00016

1. The purpose of this unilateral modification is to partially exercise the rebuild option on CLIN 0008 pursuant to provision H.6 "Option To Perform LAV III Rebuild".

2. As a result, CLIN 0008 is modified as follows:

	PRIOR AMOUNT	THIS ACTION	REVISED TOTAL
Cost	-0-	\$ 4,545,455.00	\$ 4,545,455.00
Fixed Fee	-0-	\$ 454,545.00	\$ 454,545.00
Cost Plus Fixed Fee	-0-	\$ 5,000,000.00	\$ 5,000,000.00

3. As a result of the above, provision H.6 is revised to show that \$9,208,063.17 still remains available for exercise as shown below:

	PRIOR AMOUNT	THIS ACTION	REVISED TOTAL
Provision H.6 Option Value	\$ 14,208,063.17	\$ 5,000,000.00	\$ 9,208,063.17

4. Section G accounting data has been revised accordingly.

5. As a result of the above, the total obligated amount is increased by \$5,000,000.00, from \$31,051,692.50 to \$36,051,692.50.

6. All other terms and conditions remain the same.

*** END OF NARRATIVE A 015 ***

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	<div>SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS</div> <div><u>OPTION LAV III REBUILD</u></div> <div>NOUN: REBUILD - CANADIAN VEHICLES SECURITY CLASS: Unclassified</div> <div>CLIN CONTRACT TYPE: Cost-Plus-Fixed-Fee PRON: X13GXD03X1 PRON AMD: 01 ACRN: AF AMS CD: 12201100000</div> <div>OPTION QUANTITY, PURSUANT TO SECTION H.6 CLAUSE ENTITLED "OPTION TO PERFORM LAV III REBUILD".</div> <div>ESTIMATED COST \$ 4,545,155.00 FIXED FEE \$ 454,545.00 CPFF \$ 5,000,000.00</div> <div>REF. PARA C.24</div> <div>(End of narrative B001)</div> <div><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</div> <div><u>Deliveries or Performance</u> DLVR SCH </div>				

Name of Offeror or Contractor: CANADIAN COMMERCIAL CORP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

SECTION G - CONTRACT ADMINISTRATION DATA

LINE	PRON/	OBLG STAT/			INCREASE/DECREASE		CUMULATIVE
<u>ITEM</u>	<u>AMS CD</u>	<u>ACRN</u>	<u>JOB ORD NO</u>		<u>PRIOR AMOUNT</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
0008	X13GXD03X1	AF	1	\$	0.00	\$	5,000,000.00
	12201100000		3GXD03				
					NET CHANGE	\$	5,000,000.00

SERVICE	NET CHANGE				ACCOUNTING	INCREASE/DECREASE
<u>NAME</u>	<u>BY ACRN</u>	<u>ACCOUNTING CLASSIFICATION</u>			<u>STATION</u>	<u>AMOUNT</u>
Army	AF	21 32020000035R5R07P1220112571 S20113			W56HZV	\$ 5,000,000.00
						NET CHANGE \$ 5,000,000.00

		PRIOR AMOUNT		INCREASE/DECREASE		CUMULATIVE
		<u>OF AWARD</u>		<u>AMOUNT</u>		<u>OBLIG AMT</u>
NET CHANGE FOR AWARD:	\$	31,051,692.50	\$	5,000,000.00	\$	36,051,692.50

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 OPTION FOR CONTINUED PERFORMANCE

The Government shall have the option to continue performance under this contract to a maximum of \$0 for the balance of second year maintenance services 01 Sep 2001 through 31 December 2001. The Contracting Officer may exercise this option at any time and in more than one increment, but the total dollar amount exercised for maintenance services will not exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including 30 September 2001 by giving written notice to the Contractor.

H.2 OPTION FOR CONTINUED/EXTENDED PERFORMANCE CALENDAR YEAR 2002

The Government shall have the right to exercise the option to continue performance under this contract to a maximum of *\$0.00 for the balance of the third year maintenance services (SubCLIN 0005AD) 01 Nov 2002 through 31 December 2002. At such time as the option for maintenance services is exercised, SubCLIN 0006AD will be established to fund the procurement of Repair/Replacement Parts to a maximum of *\$0.00 to support the maintenance effort. The Contracting Officer may exercise this option at any time and in more than one increment, but the total dollar amount exercised for maintenance services will not exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including 31 October 2002 by giving written notice to the Contractor.

*Previous modifications have impacted option amounts as follows:

Modification P00009, funded maintenance and parts through March 2002. Option amount remaining was, \$3,578,703.01 CLIN 0005 and \$2,889,805.66 CLIN 0006.

Modification P00010, funded maintenance and parts through August 2002. Option amount remaining was, \$1,590,534.67 CLIN 0005 and \$1,793,464,.01 CLIN 0006.

Modification P00011, funded maintenance and parts through October 2002. Option amount remaining was, \$795,267.33 CLIN 0005 and \$573,590.16 CLIN 0006.

Modification P00012, funded an increase in Repair Parts in the amount of \$128,063.88. Option amount remaining was, \$445,526.28 CLIN 0006.

H.3 OPTION TO PURCHASE LAVIII REBUILD LONG LEAD MATERIAL

The Government shall have the right to exercise the option of purchasing Long Lead Material listed on attachment III in section J for the purpose of supporting the rebuilding of 32 LAVIIIs under this contract to a maximum of **\$0 with option exercised on Mod P00011. The Contracting Officer may exercise this option at any time with the amount being exercised for Long Lead Material, not to exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including 31 May 2002 by giving written notice to the Contractor.

**Previous modifications have impacted option amounts as follows:

Modification P00009, funded LAVIII Rebuild Long Lead Material. Option amount was, \$4,523,424.83 CLIN 0007.

H.4 OPTION FOR CONTINUED/EXTENDED PERFORMANCE CALENDAR YEAR 2003

The Government shall have the right to exercise the option to continue performance under this contract to a maximum of \$3,867,300.00 for fourth year maintenance services 01 January 2003 through 31 December 2003. At such time as the option for maintenance services is exercised, CLIN 0015 and SubCLINs 0015AA & 0015AB in support thereof, will be established to fund the procurement of Repair/Replacement Parts to a maximum of \$2,210,353.00 to support the maintenance effort. The Contracting Officer may exercise this option at any time and in more than one increment, but the total dollar amount exercised for maintenance services will not exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including December 31, 2003 by giving written notice to the Contractor.

**Previous modifications have impacted the option amounts available under H.4 as follows:

Modification P00014 - Funded Maintenance subCLIN 0014AA for \$966,825.00, leaving \$2,900,475.00 available. Also funded Repair/Replacement Parts subCLIN 0015AA for 533,175.00, leaving \$1,677,178.00 available.

Modification P00015 - Funded Maintenance subCLIN 0014AB for \$2,900,475.00, leaving -0- available for future exercise. Also funded Repair/Replacement Parts subCLIN 0015AB for \$931,059.00, leaving \$746,119.00 for future exercise.

H.5 OPTION FOR CONTINUED/EXTENDED PERFORMANCE CALENDAR YEAR 2004

The Government shall have the right to exercise the option to continue performance under this contract to a maximum of \$1,393,237.00 for fifth year maintenance services 01 January 2004 through 30 April 2004. At such time as the option for maintenance services is

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exercised, CLIN 0012 and SubCLIN 0012AA in support thereof, will be exercised to fund the procurement of Repair/Replacement Parts to a maximum of \$734,874.00 to support the maintenance effort. The Contracting Officer may exercise this option at any time and in more than one increment, but the total dollar amount exercised for maintenance services will not exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including 30 September 2003 by giving written notice to the Contractor.

H.6 OPTION TO PERFORM LAVIII REBUILD

The Government shall have the right to exercise the option of rebuilding 32 LAVIIIs under this contract to a maximum of \$14,208,063.17 following the completion of the International Loan Agreement Extension under which these vehicles were loaned. The Contracting Officer may exercise this option at any time with the amount being exercised for the Rebuild effort excluding Long Lead Material, not to exceed the maximum value stated above. The Contracting Officer may unilaterally exercise this option up to and including 30 September 2003 by giving written notice to the Contractor.

**Previous modifications have impacted the option amount available under H.6 as follows:
Modification P00016 - Funded \$5,000,000.00 on CLIN 0008, leaving \$9,208,063.17 available for future exercise.

*** END OF NARRATIVE H 003 ***